

## APPENDIX E

### Sample Employee/Supervisor Agreement For Work at Home Arrangements

**Voluntary Participation:** Employee voluntarily agrees to work at the home at the address indicated below and to follow all applicable policies and procedures. Employee recognizes that the work at home arrangement is not an employee entitlement but an additional method the agency may approve to accomplish work.

**Trial Period:** Employee and agency agree to try out the arrangement for an amount of time determined by local policy unless unforeseeable difficulties require earlier cancellation.

**Salary and Benefits:** Agency agrees that a Work at Home arrangement is not a basis for changing the employee's salary or benefits.

**Duty Station and Alternative Workplace:** Agency and employee agree that the employee's official duty station is \_\_\_\_\_ and that the employee's approved home workplace is:

\_\_\_\_\_  
(specify employee's home address)

**Note:** All pay, leave, and travel entitlements are based on the official duty station.

**Official Duties:** Unless otherwise instructed, employee agrees to perform official duties only at the regular office or agency-approved home workplace. Employee agrees not to conduct personal business while in official duty status at the home workplace, for example, caring for dependents or making home repairs.

**Work Schedule and Tour of Duty:** Agency and employee agree the employee's official tour of duty will be: \_\_\_\_\_

(specify days, hours, and location, i.e., the regular office or the home. For flexible work schedules, specify core hours and the limits within which flexible hours may be worked).

**Time and Attendance:** Agency agrees to make sure the Work at Home employee's timekeeper has a copy of the employee's work schedule. The supervisor agrees to certify biweekly the time and attendance for hours worked at the regular office and the home. (Employee will enter time worked on the appropriate time record form).

Leave: Employee agrees to follow established office procedures for requesting and obtaining approval of leave.

Overtime: Employee agrees to work overtime only when ordered and approved by the supervisor in advance and understands that overtime work without such approval is not authorized and may result in termination of the Work at Home privilege and/or other appropriate action.

Equipment/Supplies: Employee agrees to protect any Government-owned equipment and to use the equipment only for official purposes. The agency agrees to service, and maintain any Government-owned equipment issued to the Work at Home employee. The employee agrees to install, service, and maintain any personal equipment used. The agency agrees to provide the employee with all necessary office supplies and also reimburse the employee for business related long distance telephone calls.

Security: The employee agrees to follow the requirements contained in Appendix C.

Liability: The employee understands that the Government will not be liable for damages to an employee's personal or real property while the employee is working at the approved home workplace, except to the extent the Government is held liable by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act.

Work Area. The employee agrees to provide a work area adequate for performance of official duties.

Worksite Inspection. The employee agrees to permit the Government, at the Government's election and according to local policy, to inspect the home workplace during the employee's normal working hours to ensure proper maintenance of Government-owned property and conformance with safety standards.

Home Workplace Costs. The employee understands that the Government will not be responsible for any operating costs that are associated with the employee using his or her home as an alternate worksite, for example, home maintenance, insurance, or utilities. The employee understands s/he does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by statute and regulations.

**Injury Compensation:** Employee understands s/he is covered under the Federal Employees' Compensation Act if injured in the course of actually performing official duties at the regular office or the home duty station. The employee agrees to notify the supervisor immediately of any accident or injury that occurs at the home workplace and to complete any required forms. The supervisor agrees to investigate such a report immediately.

**Work Assignments/Performance.** Employee agrees to perform all assigned work according to procedures mutually agreed upon by the employee and the supervisor and according to the employee's job description and TAPES objectives. The employee agrees to provide regular reports if required by the supervisor to help judge performance. The employee understands that a decline in performance or a change in the organization's requirements may be grounds for canceling the home workplace arrangement.

**Disclosure.** Employee agrees to protect Government/agency records from unauthorized disclosure or damage and will comply with requirements of the Privacy Act of 1974, 5 U.S.C. 552a.

**Standards of Conduct.** Employee agrees he or she is bound by agency standards of conduct while working at the alternative worksite.

**Cancellation.** Agency agrees to permit the employee to resume his or her regular schedule at the regular office after notice to the supervisor. Employee understands that the agency may cancel the Work at Home arrangement and instruct the employee to resume working at the regular office. The agency agrees to follow any applicable administrative or negotiated procedures.

**Other Action.** Nothing in this agreement precludes the agency from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of this agreement.

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Employee's Signature

Date

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Supervisor's Signature

Date

The supervisor and employee should each keep a copy of the agreement for reference.